DOCUMENT RESUME

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ABSTRACT

The memorandum of understanding between the Board of Trustees and Faculty of Belleville Area College, District No. 522, for the period 1973-74, covers service and workload standards, assignments, leave policy, evaluation and grievance procedures, salary schedule, longevity, and fringe benefits. The tenure policy adopted on May 19, 1971 is also included. (PG)

ED 088306

Meeting of Board of Trustees

A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF TRUSTEES AND FACULTY OF BELLEVILLE AREA COLLEGE, DISTRICT NO. 522 - 1973-1974

ABC Belleville, Ill.

PREAMBLE

In order to encourage and improve effective and harmonious professional relationships between the Board of Trustees of Belleville Area College and the faculty of Belleville Area College, and to enable such faculty to participate in the development of policies and practices for Belleville Area College, it is hereby

AGREED that the Board of Trustees of Belleville Area College recognizes the Belleville Area College chapter of the American Association of University Professors as their duly designated exclusive representative of the faculty of Belleville Area College for the purposes of collective negotiations as they affect the faculty;

AGREED that the Board of Trustees and the AAUP chapter recognize and declare their desire to provide quality higher education under conditions consistent with optimum professional standards;

AGREED that the Board of Trustees and the AAUP chapter desire to work together in a harmonious and cooperative relationship based upon mutual respect and awareness that collective negotiations undertaken in good faith will assist them in creating the atmosphere of academic freedom and academic responsibility consistent with the interests of the Students, Faculty, Administration, and the Board of Trustees of Belleville Area College, as well as the general public and the parties to this agreement.

Be it further agreed that:

HE 005 148

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

I. Introduction and Definitions

This document is applicable to all persons who constitute the full-time faculty of Belleville Area College: instructors, librarians, counselors, supervisors and department chairmen, and coordinators. Those part-time faculty members between 3/5 and 5/5 are eligible for (1) pro-rated sick leave, (2) full hospitalization and disability, (3) placement on the salary schedule on a pro-rated basis. No other benefits will prevail.

The academic year begins with the first date on the fall calendar and ends on graduation day. All portions of this document, unless specifically indicated, apply only to the academic year.

Class periods are regularly fifty minutes of student-teacher contact. Classes are scheduled by the Dean of Instructional Programs and Services following consultation with the department heads and program supervisors. Laboratory and studio hours' length and time are to be determined by the Dean of Instructional Programs and Services following consultation with the department head, program supervisor, and appropriate dean.

II. Service and Work Load Standards

A. The standard full-time faculty load shall be no more than 32 equated semester hours nor less than 28 equated semester hours per academic year. The total overload shall not exceed 9.5 equated hours per academic year with the following guidelines to be observed:

1. If an overload assignment is necessary, it should not exceed either:

   a. one course section in which the credit hour value does not exceed five semester hours per semester, or

   b. if more than one course section, the combined credit hour value should not exceed three semester hours per semester.

2. The teaching load of part-time instructors who are employed elsewhere on a full-time basis should be governed by the overload criteria enumerated in Section II, A.

3. Laboratory and studio contact hours will be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:

   Each lecture and recitation hour shall count one.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count one.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.8.

Equating Teaching Loads in the Drafting Area

For equated hours, the following shall be used in computation:

Each laboratory hour shall be equated at 0.8.

Each lecture hour shall count one.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour and studio-lecture hour shall count one.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language, and Business Areas

For equated hours, the following shall be used in computation:

Each lecture hour shall count one.

Each laboratory hour shall be equated at 0.8.

Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in data processing shall be be equated at 0.2 per student.

Equating Teaching Loads in the Aviation Technology Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.4 in aviation maintenance and pilot training, and in stewardess training at 1.0.

Equating Teaching Load in the English Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour in composition (including rhetoric, remedial and technical writing courses, and journalism) shall be equated at 1 1/3.

   All other lecture hours shall count one each.

2. Maximum class size shall be 20 students for courses numbered 100 and under, 25 students for composition and journalism courses numbered 101 and above, 40 students for all other courses taught by the Department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Programs

For equated hours, the following shall be used in computation:

Each lecture hour shall count one.

Each laboratory hour shall be equated according to the following:

Nursing ..... one to one

All other Health Related Occupations:

Radiologic Technology 100 & 110 ..... 0.8

Radiologic Technology 151 ..... 0.6

Radiologic Technology 231, 241, & 242 ..... 0.4

Radiologic Technology 298 & 299 ..... 0.25

Physical Therapy Assistant 0.8

Operating Room Technician 0.75

Medical Laboratory Technician 0.8

Clinical experience shall be equated according to the following:

Radiologic Technology 160 & 260 ..... 0.25

Physical Therapy Assistant 170 & 270 ..... 0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count one.

   Each laboratory hour shall be equated at 0.8.

   Supervised interns in the Agricultural area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

C. Service and work load standards for counselors:

1. Each counselor will work a 30 clock hour work week between the hours of 8:00 a.m. to 8:00 p.m., such hours to be determined by the dean of students, with no more than one evening assignment per week.
2. Each counselor will be employed for 11 months or 45 weeks on a single salary schedule beginning with the beginning of the academic year.

D. An overload shall be considered more than thirty-two equated semester hours for the academic year. Compensation for each equated semester hour of overload shall be computed at the rate of 1/30 of the faculty member's salary. Overload shall be computed on the basis of an equated 30 semester hour load for the academic year.

E. Each regular faculty member should be available in his office for student consultation for the amount of time equivalent to ten class periods per week. Other contact hours, such as laboratory periods or studio periods, may be substituted for a portion of this load with the approval of the Dean of Instructional Programs and Services. In addition, each regular faculty member who teaches an overload after 5:00 p.m. will be available, upon student request, in his office for evening student consultation. (See Page 15 of Faculty Handbook)

F. In the event that a full-time faculty member's regularly scheduled day, evening classes, or summer school fail to materialize, the faculty member, in consultation with the department head, program supervisor or appropriate dean, and Dean of Instructional Programs and Services, will be assigned a compensating load of Continuing Education Division instruction, administration, or other professional assignment for which the faculty member is qualified.

G. Upon assignment by the appropriate dean and with the consent of the substituting faculty member, substitute teaching by a faculty member will be paid at the Continuing Education formula. All compensation for substitute teaching will be paid at the end of each semester or summer session.

H. Whenever absences exceed one week's class meetings, the substitute faculty member shall be paid at the rate of one-thirtieth of his base pay for each equated semester hour for the entire period of substitution.

I. All contracts shall be for the academic year. Any service above the defined academic year will be contracted for by the Board of Trustees upon recommendation of the President.

J. Maximum class sizes not listed in Section II will be determined by the Dean of Instructional Programs and Services after consultation with the appropriate personnel concerned. If the Dean finds it necessary to render a decision which is in contrast to the written recommendation of the department, he will furnish details to support his decision.

K. In recognition of their responsibility to the students and the community, faculty members will exert their best efforts to see that each student is afforded the amount of time and effort necessary for the fulfillment of instructional objectives. Each faculty member will maintain an active interest in his discipline and in his department. He will attend regularly scheduled departmental meetings and promptly file necessary records and reports upon the request of the academic administration.

L. Service and work load standards for librarians:

1. Each librarian will work a 30 clock hour week (not to include Sunday).
2. Each librarian will be employed on a nine-months basis with the option of working the two months' summer session.

3. For librarians an overload assignment may be taken as pay or compensatory time.

   a. The pay shall be at the same hourly rate unless this is less than the hourly rate paid other evening or part-time faculty; if so, the librarians shall receive the hourly rate paid other evening and part-time faculty.

   b. Compensatory time may be taken at any time as individual days or grouped as several days. This time shall be taken with the approval of the Director of Instructional Resources and Services Department.

4. The actual daily work schedule for the professional library staff will be determined by the staff and the Director of Instructional Resources and Services to meet the needs of the library.

M. Exceptions to the guide on maximum students and/or equated loads listed above may be made to cover experimental classes if agreed to by the department head or supervisor, appropriate dean, and instructor involved. Experimental classes would not exceed two years in duration.

III. Assignments

A. Administrative, departmental, and program supervisor level position openings shall be advertised in good faith to the full-time faculty before being filled.

B. 1. To accomplish the task of departmental administration during the academic year, department heads shall receive released time based on the following:

   a. The amount of released time shall be determined by the Dean of College Parallel and General Studies following consultation with the department head; or

b.

F.T.E. Per Semester	Released Time Per Semester	Responsibility Increment Per Semester
0 - 7.99	3 equated hours	$450
8 - 15.99	6 equated hours	$550
16 - 23.99	9 equated hours	$650
24 and over	12 equated hours	$750

Notes:

Summer session - Not less than 3 equated hours released time plus 0-3 equated hours released time for special projects and other special duties.

F.T.E. to be determined by materializing sections after last day of regular registration.

2. During the summer session, department heads shall be employed and be given released time based on the needs of the department. After consultation with the Dean of College Parallel and General Studies, an acting department chairman may be appointed during the summer session if the department chairman does not wish to serve in that capacity.
3. Each department head shall be responsible for departmental administration and supervision during both day and evening sessions; however, department heads will be allowed to teach an evening class or an overload as an extra assignment.
4. Department heads will be appointed annually in the month of March by the Board of Trustees upon recommendation of the President. In February, each department will nominate to the Dean of College Parallel and the President two members from their department for the position of department head. If the Dean of College Parallel and the President do not concur in recommending either of these nominees, the department will nominate one other member for the position. This process of nomination will continue until a mutually acceptable nomination has been made.

C. 1. To accomplish the tasks of occupational supervision, supervisors shall receive released time, determined by the overall needs of the programs under his supervision. The amount of released time shall be determined by the Dean of Occupational Programs, following consultation with the supervisor.

2. Each supervisor shall be responsible for divisional administration and supervision during both day and evening sessions; however, supervisors will be allowed to teach an evening class or an overload as an extra assignment.

3. Supervisors will be appointed annually in the month of March by the Board of Trustees upon the recommendation of the President and the Dean of Occupational Programs.

D. To accomplish the task of occupational coordination, coordinators shall receive released time determined by the needs of the program, the developmental stage of the program, the number of faculty and students associated with the program, etc. The amount of released time granted to each coordinator shall be determined by the Dean of Occupational Programs following consultation with the coordinator and supervisor.

E. Instructors shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs and thus assume some responsibilities in this other area(s) accordingly.

F. A faculty member may be assigned no more than two evenings a week without his consent as part of his regular load. In the event a second evening class is assigned, it will be done only in the event his regular scheduled day class fails to materialize and that it does not constitute more than 2 evenings per week. Every effort shall be made by the Dean of Instructional

Programs and Services, appropriate dean, department head or supervisor, and instructor to provide an assignment which will be mutually satisfactory to both instructor involved and the College. However, the College has the prerogative to initially employ full-time instructors in the evening program. If a regularly scheduled assignment is made, it shall be within a time period of seven hours. If a faculty member's regularly scheduled day or summer class fails to materialize, this seven-hour time period will not apply.

G. When extra class, summer teaching, and evening assignments are necessary, they shall be assigned, after consultation with the appropriate department head or supervisor, to qualified members of the full-time Belleville Area College staff, if such staff members are available. In the case of an administrator requesting to teach a class in his own area, the request would be made to the Dean of Instruction.

H. All College-sponsored student activities are to be coordinated with the Dean of Student Services, who will announce vacancies to the full-time faculty and recommend appointments to the President.

I. A faculty Committee for Extracurricular Reimbursement, together with the President and Dean of Student Services, shall evaluate the various activities and recommend to the Board of Trustees a reimbursement rate.

IV. Leave Policy

A. Sabbatical leave

1. After seven years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes. A faculty member who is granted a sabbatical leave shall have the following options:

a. One academic year at 75% of nine-month contractual base salary, including full fringe benefits

b. One semester at full semester base salary, including fringe benefits

2. Eligible full-time faculty members must petition the appropriate dean on or before December 1 to be considered for sabbatical leave the following academic year. A Faculty Senate committee will review all petitions and make recommendations to the President by February 1, and the President will make recommendation to the Board of Trustees. No more than two faculty members may be granted sabbatical leave simultaneously. The President will make recommendations at the February meeting of the Board of Trustees, and applicants are to be notified of the approval or disapproval not later than March 1.

3. A faculty member who has been granted sabbatical leave must return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one academic year shall be required to reimburse one-half of his sabbatical income, barring death or disability.

B. Extended leaves without pay

1. Upon recommendation of the department head or supervisor and the approval of the appropriate dean and Dean of Instructional Programs and Services, or, in the case of counselors, upon the approval of the Dean of Student Services, extended absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.

2. It is expected that most leaves of absence will be for one or two years at the most, unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the leave of absence be approved for more than one year at a time, and renewal will be granted only upon re-application and re-approval as outlined in B, 1 above.
3. Extended leaves of absence will not count towards salary increases, tenure, retirement, or longevity.

C. Military service leaves

1. Tenure faculty members who are involuntarily drafted or recalled for military duty will be given full credit for each year or pro rata part of a year they remain on active duty involuntarily. Such credit will be used for placement on salary schedule and for retirement purposes.
2. Non-tenure members in good standing who are involuntarily drafted or recalled to active military duty will be given leave of absence without pay or tenure credit, but with re-employment rights upon completion of such duty, provided they are qualified.
3. Faculty members who volunteer for military service, except in war time, may be granted extended leave without pay as outlined above at the discretion of the Dean of Instructional Programs and Services, or, in the case of counselors, upon the approval of the Dean of Student Services.

D. Teacher exchange leaves

Should any tenure member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all of one academic year, the results of which may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the

approval of the appropriate dean and Dean of Instructional Programs and Services, or, in the case of counselors, upon the approval of the Dean of Student Services.

E. Sick leaves

1. Each full-time member of the College shall receive credit for one and one-third days of sick leave each month per academic year. Full-time faculty teaching 7 or more equated hours during the summer session shall receive one and one-third days sick leave for each four weeks.
2. The accumulation of sick leave shall be unlimited.
3. Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.
4. Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100% of the cash value of his current daily salary for a maximum of 120 days for the year 1973-74, 110 days for the year 1974-75, 100 days for the year 1975-76, and is to remain at this level.
5. The faculty member who is employed during the summer session may draw upon accumulated sick leave during the summer session.
6. The faculty member who is employed in the Continuing Education Division shall be permitted to use accumulated sick leave on the basis of one day for one evening per semester.

F. Special leaves

1. Three days of leave shall be granted for death or serious illness in the immediate family (spouse, child, parent, brother, sister, or those living in his household) including family of the spouse. This leave is

not cumulative nor chargeable against any other leave program. If more than three days are required, additional days may be used and be charged to accumulative sick leave.

2. Subject to the approval of the appropriate dean, three days of leave for business, family, or religious matters not otherwise provided for in the College calendar may be granted per year. This leave is not cumulative nor chargeable against any other leave program.
3. Subject to the written approval of the department head, program supervisor, and appropriate dean, permission to attend professional meetings, conferences, conventions, speaking engagements, or seminars shall be granted equitably to all members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.
4. Leave for jury duty shall be afforded those members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he received for such duty.
5. Maternity leave

   A faculty member may receive maternity leave for the birth or adoption of a child and may suspend services at her request or at the discretion of her department head or program supervisor. This shall be leave without pay but with retention of rights under the Universities Retirement System and unused sick leave. Her insurance will be carried by the Board of Trustees until the end of the current semester; after that, she may continue insurance at her expense at rates established by the company.

.. Evaluation and Grievance Procedure

Evaluation procedures in the tenure document will apply. If a faculty member has a grievance, he will bring it to the attention of his department head or program supervisor. If after one week it is not settled to their mutual satisfaction, he and/or the department head or program supervisor will present the grievance to the Faculty Senate in writing and same shall become part of the minutes of that meeting. If after ten days the problem is still not resolved, the Faculty Senate shall report its findings to the President. If after one week the problem is still not resolved, a three-man arbitration committee shall be formed consisting of one representative from the Board of Trustees, one faculty member appointed by the Faculty Senate, and one disinterested party agreed upon by the Board of Trustees and faculty members of the committee. This committee shall report its findings and recommendations to the Board of Trustees for its final disposition.

VI. Salary Schedule

A. All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees.

1. Placement on the salary schedule shall be determined by degree, hours beyond highest degree, years credited, and/or occupational experience. Graduate hours that do not fall in these categories will be evaluated by the appropriate deans and Dean of Instructional Programs and Services, or, in the case of counselors, upon the approval of the Dean of Student Services.

2. Courses taken beyond the master's degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate dean and Dean of Instructional Programs and

Services, or, in the case of counselors, upon the approval of the Dean of Student Services.[1]

3. Approved college credits earned prior to each semester will be used to determine salary for the ensuing semester. If approved college credit is earned during the spring semester, it will be used to determine salary for the summer session.

4. Members shall have the option of being paid on a nine or twelve months' basis and must notify the Dean of Business Services to that effect at the time of completing tax deduction forms. Salary checks shall be issued twice each month, on the 15th and the last school day of the month. The last check shall be on the last day of school, provided each instructor has completed all reports as required. Check stubs shall be itemized.

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[1]For purposes of this agreement, courses and their attendant college credits shall be approved for reimbursement of educational incentive allowance of tuition and fees, as charged, to a maximum of $50 per credit hour, to a maximum of eight semester hours in any fiscal year and for placement on the adopted salary schedule under the following conditions:

a. Courses taken as a part of a program approved by a recognized graduate institution leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher or junior-college education beyond the degree already held by an individual will be accepted as approved credit.

b. Courses taken at the request of the College administration or graduate courses taken in the instructor's field will be accepted as approved credit.

c. Courses taken outside of a teaching discipline or at the undergraduate level may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of the Faculty Senate.

d. Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.

To qualify for incentive allowance and advancement on the salary schedule, the individual must (1) maintain good standing in his graduate program, (2) submit evidence in the form of an official transcript signifying successful completion of the course.

5. Summer salary 1974

Full-time faculty members who are employed to teach during the 1974 summer session will receive two months' salary at the 1973-74 salary rate in a proportional equal to the number of credit hours taught divided by eight (8). Laboratory courses will be counted for credit hours for this purpose in the same manner as during the 1973-74 academic year.

B. Faculty salary schedule

1973-74 FACULTY SALARY SCHEDULE

	Less Than Masters	Masters + 0-14	Masters + 15-29	Masters + 30-44	Masters + 45-59	Masters + 60	Earned Doctorate
1	$ 9,042	$ 9,981	$10,333	$10,686	$11,038	$11,390	$11,742
2	9,367	10,356	10,708	11,061	11,413	11,765	12,217
3	9,710	10,752	11,104	11,456	11,808	12,161	12,719
4	10,071	11,169	11,521	11,874	12,226	12,578	13,247
5	10,453	11,609	11,962	12,314	12,666	13,018	13,805
6	10,835	12,050	12,402	12,754	13,107	13,459	14,363
7	11,216	12,490	12,842	13,195	13,547	13,899	14,921
8	11,598	12,930	13,283	13,635	13,987	14,340	15,478
9	11,979	13,371	13,723	14,075	14,428	14,780	16,036
10	12,361	13,811	14,163	14,516	14,868	15,220	16,594
11	12,743	14,251	14,604	14,956	15,308	15,661	17,152
12	13,124	14,692	15,044	15,396	15,749	16,101	17,709
13	13,506	15,132	15,484	15,837	16,189	16,541	18,267
14	14,003	15,705	16,058	16,410	16,762	17,115	18,993
LONGEVITY (See Next Page)	+110	+130	+140	+150	+160	+170	+200

LONGEVITY

For longevity purposes, payment will begin on the 15th year of consecutive service with District 201 and 522.

If the 14th year was completed prior to the inception of District 522, then longevity payments will be retroactive to the academic year 1967 at the inception of District 522.

For instructors who have completed 14 years of consecutive service since inception of the District 522, longevity will be retroactive to the academic year in which they began their 15th year of consecutive service.

All other instructors will begin to receive longevity at the beginning of their 15th year of consecutive service.

Placement on the salary schedule alone does not determine the start of longevity payments. Longevity payments are based only on consecutive service with Districts 201 and 522. Only those instructors who were full-time faculty of the college at its inception may count service with 201 for longevity.

The evening rate for full-time faculty members will be paid by the following formula:

$$\frac{1}{4.5} \times \frac{\text{equated hours}}{8} \times \text{9-month salary rate}$$

All other evening and part-time faculty members will be paid by the following rates:

	Rate per Hour		Rate per Hour
Less than Master's	$1.60 to $9.00	Masters + 0-29	$11.00
		Masters + 30	$12.00
		Earned Doctorate	$13.00

Note: In the event a full-time faculty member would receive less by the new formula, he will be paid on the hourly rate covering other evening and part-time faculty.

VII. Fringe Benefits

A. The College shall provide group life insurance coverage of $10,000 on each faculty member.

B. The College shall provide hospitalization based on the average semi-private room rate and surgical benefits coverage for each faculty member and his dependents, the cost of which is not to exceed $30.00 per family per month.

C. In the event that the death of a faculty member occurs any time during the fiscal year of employment, the Board of Trustees will maintain the same hospitalization and surgical benefits for the spouse and legal dependents for the balance of the year. After this period, the spouse will be offered the option of continuing at his/her own expense.

D. The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties.

E. The College will provide a 50% funding, for those faculty who choose to participate, of a long-term disability income maintenance program for faculty members covered under this contract. The details are to be worked out by a board-faculty committee giving sufficient time to obtain the best program.

VIII. This agreement shall expire on the date preceding the first day of the 1974-75 academic year.

Chairman, Board of Trustees of Junior College District No. 522	President, Belleville Area College Chapter, AAUP
Dated_____	Dated_____

4.6.

TENURE POLICY
For
JUNIOR COLLEGE DISTRICT # 522

(Adopted 8/14/68)
(Revised and Adopted 5/19/71)

In order to promote mutual understanding of the responsibilities and rights inherent in academic freedom, it is desirable to define these responsibilities and rights.

The American Association of University Professors defined responsible academic freedom in 1940, which has since been adopted by a long list of learned societies, as follows:

"Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

"(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

"(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

"(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraints, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman."

Since this college desires to build and maintain a qualified and competent staff, it must select very carefully from the applicants for employment. In addition, adequate methods of in-service training and encouragement of professional development of the staff must be utilized to insure that each member realizes his greatest potential as an instructor and as a participating member of this faculty. To this end, a program of supervision, guidance, and evaluation shall be applied to each new faculty member.

I. Supervision and Evaluation

A. Each department head,* after consultation with tenured members of his department as outlined in I-B, will furnish a written report to the Dean of Instruction on non-tenured, full-time regular faculty** members forty-five (45) calendar days in advance of the notification dates given below for each year until that member is granted tenure or is not reemployed.

B. Department heads are directly responsible for development of desirable teaching techniques, attitudes, and other qualities which will make the individual a valuable member of the faculty. The department head will prepare his program for assistance to the new teacher*** in consultation with tenured members of his department and the Dean of Instruction. The nature of the supervision and evaluation to be performed will be one of interested assistance -- not indifference -- toward the new teacher. When supervision reveals deficiencies in preparation, performance, or desirable attitudes, prompt advice and assistance to correct them will be afforded the teacher with a reasonable period of time set for improvement. If the above deficiencies are overcome, no further action is

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* Department head for the purpose of this article shall be defined department head, department chairman, division head, or supervisor, as applicable.

** Full-time regular faculty members for the purpose of this article shall be those who carry a standard regular load as defined in the Memorandum of Understanding.

*** Teacher shall be defined as: A person who is employed to instruct students in the classroom; counselors, librarians and department heads (as previously defined) allied to the instructional process are included.

necessary. In the event a nontenured department head is appointed, then at the first meeting of the Faculty Senate following the appointment, the Faculty Senate and the Dean of Instruction shall jointly choose a tenured faculty member who will perform the duties of the nontenured department head when these duties shall refer to the evaluation of this nontenured department head.

The department head will make a recommendation for tenure and reemployment only after consultation with the tenured members of his department. In the event that there are not three tenured members in a department, including the department head, the Senate will appoint a sufficient number of tenured faculty members to a committee which, with the tenured members of the department, will comprise three members. This committee will meet with the department head, who in turn will make its report in writing to the Dean of Instruction. This same procedure will be followed when the department head himself is a candidate for tenure or reemployment, except that the senior member of the Senate-appointed committee will make the report to the Dean of Instruction. If, in any of the above cases, there is a failure to reach a unanimous decision, a majority and a minority report shall be submitted in writing.

C. The Dean of Instruction will be responsible for overseeing the implementation of the above and will provide the teacher involved with copies of all reports regarding his evaluation, reemployment, and tenure.

II. Acquisition of Tenure

Tenure may be granted to an experienced college teacher at the end of three years, and normally tenure will be granted after four years of service. In special cases where the teacher has made improvement under supervision and it is the expectation of the department head and the Dean of Instruction that one more year of experience might yield the necessary further improvement, one probationary year may be granted the teacher.

Only consecutive years of full-time service to the college shall be counted as qualifying a teacher for tenure. Tenure shall apply only to the academic year and not to summer session employment. Leaves granted by the Board will not be considered service but will not interrupt the consecutive aspect of service.

If a temporary teacher is hired to replace a teacher on leave or on sabbatical or for any other reason, then it is advised that he be supervised in the same manner as a regular new teacher. If, without an interruption in service he is then appointed as a regular instructor, part or all of his temporary time may be accepted toward tenure on recommendation of his department or tenure committee.

When the department recommendation, in concurrence with that of the Dean of Instruction, is to grant tenure, the president will be notified of this recommendation and he will so notify the Board in writing. If the tenure committee and the Dean of Instruction do not concur in their recommendation, both recommendations shall be sent to the president and to the Board in writing. Tenure is granted only by action of the Board and the action of the Board is final (Illinois Public Junior College Act).

When the report to the Dean of Instruction indicates that continued employment of the nontenured teacher would not be in the best interests of the college, the Dean of Instruction and the department head will jointly notify the individual of their findings by March 1 of the first year; December 15 of the second year; and 12 months in advance of termination of the third or succeeding years of nontenured service.* Within seven days of receipt of notification, the teacher may request a review of the particulars by the tenured members of the Faculty Senate. The Faculty Senate should not be called upon to determine competence but should determine whether all of the procedures as described herein have been carefully followed. This body shall hold this review within seven days of receipt of the request and deliver its judgment in writing to the president within three days

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* Guidelines for Implementation:

March 1 of Year 1 - Notification of reemployment or non-reemployment for year 2

December 15 of Year 2 - Notification of reemployment or non-reemployment for year 3

June 1 of Year 2 - Notification of reemployment or nonreemployment for year 4

June 1 of Year 3 - Notification of reemployment or nonreemployment for year 5

June 1 of Year 4 - Notification that tenure is granted

June 1 of Year 4 - Notification that tenure will not be granted

June 1 of Year 4 - Notification that probation will be granted

of the conclusion of the review. Within seven days of the receipt of the review, the president will deliver his judgment to the Board, together with the report of the Senate. The action of the Board by law is final (Illinois Public Junior College Act).

Upon acquisition of tenure and except for cause as outlined below, continuous contractual service will follow until resignation or the end of the school year during which the teacher reaches his sixty-fifth birthday. A teacher may be employed after his sixty-fifth birthday on an annual basis at the discretion of the Board, but tenure rights will not extend beyond age 65.

III. Removal of a Teacher for Cause

Notwithstanding the entry upon continuous contractual service, any teacher may be removed or dismissed upon demonstration of adequate cause, including incompetence, gross neglect of duty, grave offenses involving moral turpitude, or other sufficient cause which demonstrably and seriously affects the teacher's fitness to serve as a member of the faculty.

If the Dean of Instruction or the department head should obtain evidence of a nature that requires review of the status of a tenured teacher or dismissal of a nontenured teacher prior to the expiration of his appointment, the Dean of Instruction will notify the teacher involved and will request a meeting of the tenured members of the Faculty Senate (excluding the teacher, if he is a member of the Faculty Senate), and together they will assess the validity of the charge(s). If, after consultation of appropriate sources of information concerning the matter, the tenured members of the Faculty Senate vote to retain the individual by a 70% majority, they will so inform the president in writing, including a complete report, and unless further charges are made, the matter will end.

If the Senate does vote to retain or not to retain the faculty member as indicated above, the president may decide to institute formal dismissal proceedings. The president will notify the Board in writing of his intentions. The teacher will then be notified and a statement of charges presented to him by the president. Within ten days the teacher may request a hearing before a Hearing Committee composed of two tenured faculty members, nonmembers of the Faculty Senate, appointed by the Senate; two members from the Board; and one disinterested person, selected by the other members of the Hearing Committee, to serve as a hearing officer. The teacher may appear with counsel and

is entitled to produce witnesses in his own behalf. The expenses of the hearing are to be paid by the Board. The Board will not be required to pay the expense of providing witnesses or legal counsel for the teacher. The full report and the findings of the Hearing Committee will be transmitted to the Board of the District in writing. After study of the findings of the special Hearing Committee the action of the Board by law (Illinois Public Junior College Act) is final.

No dismissal will become effective until a hearing is held, if requested in writing by the teacher within ten days after the service of notice as herein provided.

IV. Suspension

Pending the outcome of dismissal proceedings, a faculty member may be suspended from duty for cause by the action of the president, if immediate harm to himself or others is threatened by his continuance. Within three days, the suspension will be reviewed by the Faculty Senate if requested by the suspended faculty member.

V. Releases

If release of a teacher is necessary by reason of a bona fide financial exigency or a bona fide decision to discontinue some particular kind of teaching service, written notice shall be given to probationary teachers in accordance with the provisions in II and to tenured teachers as early as possible but at least twelve months before the decision takes effect (or twelve months severance pay should be given), together with a statement of honorable release and the reason therefor.

In the event a teacher becomes entitled to severance pay as set forth above, said pay will be in the same form and manner as if the teacher were still in the employment of the college.

At the request of the college, the teacher shall submit evidence of nonemployment to entitle him to continued severance pay. If the teacher becomes gainfully employed during the period in which he is entitled to severance pay, he shall notify the college forthwith.

When the teacher becomes gainfully employed during the period of payment of severance pay, the college will be obligated for the difference between the income from his new employment and the amount of severance pay. If the income from the new

employment equals or exceeds the amount of the severance pay, the college shall be released and discharged from further payments of severance pay.

In all such cases the Board shall first release all teachers who have not entered upon continuous contractual service before releasing any teacher who has entered upon continuous contractual service and who is qualified to hold a position currently held by a teacher who has not entered upon continuous contractual service. If the Board within two calendar years thereafter increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so released so far as they are qualified to hold such positions.

THE 1973-74 FACULTY AGREEMENT

Award

The basis of calculation of the formula for the maximum student-faculty ratio allowable contained in Appendix G should be as proposed by the University.

Appendix G shall be amended as follows:

(a) the calculation which appears in the third paragraph of Appendix G shall read:

$$\frac{\text{FYES for the fiscal year}}{\text{FYES for the fiscal year} + \text{FTE supported with federal or special funding during the fiscal year}} = \text{maximum allowable ratio}$$

$$20.6$$

(b) numbered Subparagraph 5 shall be amended to read:

Full-time academic librarians shall each be counted as one FTE.

Award

The minimum salary scale shall be lifted a total of 4.7 per cent as follows:

Rank	Level	Minimum Salary
Instructor	1	$ 9,794
	2	9,925
	3	10,056
	4	10,189
	5	10,323
	6	10,457
Assistant Professor	11	11,208
	12	11,435
	13	11,667
	14	11,901
	15	12,139
	16	12,381
	17	12,626
	18	12,875
Associate Professor	21	13,561
	22	13,750
	23	13,939
	24	14,126
	25	14,312
	26	14,498
	27	14,686
	28	14,862

Rank	Level	Minimum Salary
Professor	31	$16,673
	32	16,907
	33	17,139
	34	17,370
	35	17,599
	36	17,826
	37	18,051
	38	18,273
	39	18,494
	40	18,713
	41	18,929

Award

A new Appendix L shall be added to the Agreement as proposed by the Association:

This letter supplements the collective bargaining agreement entered into between the Board of Directors of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973. This letter shall be effective July 1, 1973.

Librarians shall have twelve-month faculty appointments and shall work pursuant to schedules approved by the Dean of the Library. Librarians shall be entitled to observe those holidays and recesses set forth for faculty on page two of the Faculty Handbook.

There is hereby established as a part of the librarians' regular assignments a system of Professional Development Periods.

A Professional Development Period shall be no longer than the length of the semester in which it begins. In the case of a period beginning or during the spring or summer term, it shall be no longer than the length of said two terms combined. A librarian receiving a Professional Development Period, shall waive the right to any vacation time accrued at the time the leave begins for the academic year in which the leave begins.

Professional Development Leave proposals shall be considered by the University Library Council. Oakland shall grant as many Professional Development Periods as the Council finds to be based on meritorious proposal for study and research up to a maximum of six such periods per academic year. The determination of the Council as to the merit of any particular proposal shall not be grievable. All such proposals for Professional Development Periods shall be filed with the Council six months prior to the beginning of the proposed Development Period, if possible. In the case of proposals to attend institutes, courses of study, and other courses of activity which may not be announced six months prior to their beginning date, proposals shall be filed as early as is practical. It shall be within the judgment of the Library

Council as to whether or not a proposal is timely filed. All such proposals filed within the 60 days of the signing of this Agreement shall be considered.

By September 15 of each year Oakland shall inform the University Library Council of those restrictions, if any, on Professional Development Periods which it deems necessary to prevent disruption of the library operations. The Council shall abide by such restrictions in passing on proposed Professional Development Periods. Such restrictions shall not operate so as to prevent the granting of six Professional Development Periods per year, nor shall they prevent any individual librarian from being considered for a Professional Development Period for more than one consecutive year.

NEGOTIATED AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT

The Board of Trustees of Oakland University (hereinafter called "Oakland") and the Oakland University Chapter of the American Association of University Professors (hereinafter called the "Association") hereby agree to amend certain portions of the collective bargaining agreement between them entitled "Faculty Agreement 1972-73," which was signed March 13, 1973, as follows:

1. The last sub-paragraph of Article VII, Paragraph 19, shall be deleted and replaced with the following language:

This Agreement shall not be construed either to require a specific number of hours of service to the University by faculty members, nor to give faculty members the right to additional compensation based upon the number of hours of service performed for the University, except as elsewhere provided in this Agreement. It is further agreed that there shall be no fixed scheduling of the time at which faculty members shall be required to discharge their professional responsibilities provided that nothing contained in this paragraph shall be construed so as to prevent the fixed scheduling of class assignments and the fixed scheduling of other obligations as required by this Agreement.

2. Article IX, paragraph 42, shall be amended to read:

There shall be available a limited number of research leaves. Such leaves will be of two types: a full year leave and a half year leave; both such leaves will be with full pay. Application for research leaves may be made at any time in a faculty member's employment with Oakland. Research leaves will be administered by the University Research Committee, which will establish a system of applications, the refereeing of proposals for leaves, and the monitoring of leave activity. Research leaves are intended to support the accomplishment of specific scholarly or scientific projects, and they will be granted on the basis of the judgment by qualified scholars in the discipline of the applicant as to the value of the proposal and the likelihood of its completion.

In the event that the University Research Committee elects to recommend no research leave in any given year, Oakland will not be obligated to grant any research leaves.

In the event that the Committee recommends any such leaves, then Oakland will be obligated to grant at least one such leave, although Oakland shall not be obligated to grant any particular leave and a decision denying any particular leave shall not be subject to the grievance procedure established hereunder. In the event that the Committee recommends one or more such leave and Oakland determines that no leaves may be granted within the given academic year, then at least one such leave shall be granted but deferred to the subsequent academic year. Such a deferred leave shall be treated as if taken in the year for which it was approved by the University Research Committee and shall not affect Oakland's obligations with regard to leaves for any year other than the year for which said deferred leave was originally approved by the Committee.

3. Article VIII, paragraph 22, shall be amended to read:

Oakland will provide full family coverage, two-party coverage, or single subscriber coverage, whichever applies, for each faculty member employed by Oakland. Said coverage shall be under a Hospital Medical Insurance plan underwritten by the American Community Mutual Insurance Company and shall provide the coverage set forth in Group Contract No. 426, or, if not available, equivalent coverage.

4. Article VIII, paragraph 23, shall be amended to read:

Those faculty members enrolled in the Community Health Association (CHA) hospitalization and medical plan may continue to participate in said plan. Oakland will contribute towards the cost of said plan an amount equal to the cost of coverage for which a faculty member would qualify under paragraph 22, provided that said amount shall not be greater than the maximum cost of benefits available from CHA to the faculty member and his family. Any faculty member electing to discontinue his participation in CHA shall not be eligible to return to enrollment in CHA. Any faculty member enrolled in CHA shall not be eligible for benefits set forth in paragraph 22.

5. Appendix B shall be amended as follows:

Sub-paragraph (a) shall be amended to read:

(a) REGULAR ANNUAL SALARY: Excepting assistant instructors, each full-time faculty member's regular annual salary shall be the product of the University salary minimum for his current level multiplied by his assigned department-school factor, multiplied by his personal factor. Unless a faculty member otherwise elects, pursuant to Appendix ____, such compensation shall be paid in monthly installments equal to one-twelfth (1/12) of the regular annual salary.

Sub-paragraph (e) shall be amended as follows:

(e) UNIVERSITY SALARY LEVELS: The bargaining unit members in each department or school shall assign for each academic year, through its own procedures, a personal factor to each full-time faculty member (including the department chairman) in the department or school. The possible personal

factors range from 1.000 to the maximum personal factor for the rank and level. The personal factor for a faculty member at a particular rank and level may not exceed the maximum personal factor specified in Table I. The total of the salaries in a department or school must equal the total of the mid-range salaries for the rank and level of the faculty in the department or school. The mid-range salaries are calculated from the mid-range personal factors as shown in Table I. For the purpose of the calculations of this paragraph, only full-time continuing faculty are to be included.

Each individual personal factor shall be subject to the approval of Oakland. Disapproval of any personal factor shall operate to permit the recalculation of all personal factors by the department. The personal factor assigned to a faculty member is not grievable.

Initial assignments of personal factors shall be concluded each academic year within 30 days after the conclusion of negotiations pursuant to Paragraph 84 or within 30 days after an award is rendered pursuant to Paragraph 85 as the case may be. Disapproval by Oakland shall be delivered to the department chairman within ten days after receipt by Oakland of initial assignment or said disapproval shall be void.

6. Appendix D shall be amended to read as follows:

APPENDIX D

RESEARCH FUNDS

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

Oakland agrees that it will provide funds for research and research leaves by and for members of the bargaining unit totaling $52,500.00 during each academic year. Any research leaves granted by Oakland shall be paid for from these funds, but these funds do not include any monies allocated to the Institute of Biological Sciences, or funds allocated for internal computer use.

7. Appendix F shall be amended to by adding to the last sentence the words: "except as the faculty member shall otherwise elect pursuant to Appendix ____."

8. Appendix ____ shall be added to read:

This letter supplements the collective bargaining agreement entered into between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors on March 13, 1973.

The parties agree that salary adjustments for the 1973-74 academic year shall take effect August 15, 1973, and shall be payable monthly beginning on August 31, 1973. Salary containing said adjustments shall be payable monthly through August 14, 1974.

A faculty member may, at his option, elect to receive his salary in nine monthly installments. Such option shall be exercised on a form provided by Oakland not later than August 15. In the case of a faculty member exercising this option, his regular annual salary shall be divided into nine installments. The first of these installments to be payable August 31, in an amount equal to 1/17 of the faculty member's annual salary, and the remaining eight installments to be paid on the last business day of the next eight consecutive months. Each such installment shall be in an amount equal to 2/17 of the faculty member's regular annual salary. A faculty member electing this option shall receive regular annual salary for the subsequent academic year commencing on August 31 of that year.